

ADDENDUM TO SETTLEMENT AGREEMENT

ADDENDUM TO SETTLEMENT AGREEMENT, executed this 22 day of June, 2021 by and among Olesya O'Rourke ("Plaintiff"), and Twins Dental Care, P.C., Simkha Solomon and Samson Solomon (collectively, "Defendants").

WHEREAS, the Parties are parties to a proposed Settlement Agreement dated June 14, 2021 (the "Agreement"), the terms of which are incorporated by reference herein, pursuant to which the parties have agreed subject to Court approval to settle claims asserted pursuant to the Fair Labor Standards Act of 1938 and New York State Labor Law in an action pending in the United States District Court for the Eastern District of New York, Case No. 20-CV-3367; and

WHEREAS, the parties wish to clarify certain terms contained within the Agreement;

NOW THEREFORE, in consideration of the promises contained herein, the promises contained in the Agreement, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, it is agreed as follows:

1. Section 1 of the Agreement is modified to read as follows:

In consideration for the promises made by Plaintiff set forth in this Agreement, Defendants promise to pay the cumulative sum of Seventy Six Thousand Fourteen Dollars and 11/100 (\$76,014.11) Dollars ("Settlement Sum"), payable within fifteen days following the Court's approval of this Agreement. The Settlement Sum shall be allocated as follows: Plaintiff will receive \$50,000.00 and Plaintiff's Counsel will receive \$25,000.00 in attorneys' fees, and \$1,014.11 in costs. Payment shall be remitted by check to Tuch & Cohen, LLP as attorneys. It is understood by the Parties that the execution of the settlement agreement resolving the Ancillary Claims shall be executed simultaneously with this Agreement. Neither party makes any representations to the other regarding the federal, state, or local tax consequences of the settlement amount. Each party shall be responsible for paying federal, state, and local taxes owed by that party, and each party shall be solely responsible for any tax liability, interest, or penalties due to failure to pay taxes owed by that party as a result of the Agreement.

2. This Addendum may be executed in counterparts.
3. To the extent that there are any conflicts or inconsistencies between the terms set forth in the Agreement and this Addendum, the terms set forth in this Addendum shall govern, otherwise all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Addendum

on the day first above written.


By: Glesya O'Rourke

TWINS DENTAL CARE, P.C.

By: Simkha Solomon, President

Simkha Solomon

Samson Solomon

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this Addendum on the day first above written.

TWINS DENTAL CARE, P.C.

By: Olesya O'Rourke

By: Simkha Solomon, President

Simkha Solomon

Samson Solomon